



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

83, 82 N. W. 1113, 50 L. R. A. 161, 81 Am. St. Rep. 238; *Kimball v. Louisville & N. Ry. Co.*, 94 Miss. 396, 48 So. 230; *Eller v. Railway*, 140 N. C. 140, 52 S. E. 305, 3 L. R. A. (N. S.) 225.

CONSTITUTIONAL LAW—POLICE POWER—TRADING STAMPS.—A legislative act imposed a prohibitive license fee for the privilege of using stamps. *Held*, such a law is a valid exercise of the police power. *State v. Pitney* (Wash.), 140 Pac. 918.

The exact scope of the police power is indefinable. It is stated generally to extend to the protection of the health, morals and safety of society. It is difficult to see any objection to the use of trading stamps. There is nothing in it that partakes of the nature of chance, and by the great weight of authority it is a legitimate mode of commercial advertisement. *Ex parte McKenna*, 126 Cal. 429, 58 Pac. 916; *Sperry & Hutchinson v. City of Owensboro*, 151 Ky. 389, 151 S. W. 932; *Commonwealth v. Sisson*, 178 Mass. 578, 60 N. E. 385; *Ex parte Drexel*, *Ex parte Holland*, 147 Cal. 763, 82 Pac. 429, 2 L. R. A. (N. S.) 588. The individual is permitted to engage in any lawful pursuit in a legitimate and lawful manner. The prohibition of such a business is a taking of property without due process of law. *State v. Dodge*, 76 Vt. 197, 56 Atl. 983. A prohibitive tax on such a business is discriminatory and a taking of property without due process of law.

CONTRACTS—CONTINUING CONTRACTS—RIGHT TO TERMINATE.—An employee of the defendant, injured in the course of his employment, was sent to a hospital by a physician authorized by the defendant "to take care of the injured man." After five days the defendant informed the hospital authorities that he would not be responsible for the employee's account "from now on." The employee remained in the hospital for some time afterward. *Held*, the attempted termination of liability is a ratification by the employer of the physician's act, and such liability once fixed may not be terminated. *Omaha Gen. Hospital v. Strehlow* (Neb.), 147 N. W. 846.

An express promise to pay for emergency treatment to an injured employee accompanied by a disclaimer of liability as to the remainder, when the employee was taken to the hospital by an unauthorized agent, does not constitute a ratification, but is void under the statute of frauds as an oral promise to answer for the debt of another. *Holmes v. McAllister*, 123 Mich. 493, 82 N. W. 220, 48 L. R. A. 396. Where an injured employee is taken to a hospital by an unauthorized agent the employer may escape liability by a refusal to be bound. *Salter v. Nebraska Tel. Co.*, 79 Neb. 373, 112 N. W. 600, 13 L. R. A. (N. S.) 545. But where the employer himself engages treatment at a hospital for an employee, he cannot terminate such liability by a subsequent refusal to be bound. *St. Barnabas Hospital v. Minn. Int. Electric Co.*, 68 Minn. 254, 70 N. W. 1126, 40 L. R. A. 388.

CONTRACTS—REWARD—KNOWLEDGE OF OFFER.—Defendant offered a reward for the apprehension of a criminal. After detaining but before